



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 15, 2025

A handwritten signature in cursive script, reading "Michelle V. Larson".

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:

**CLEMENTS ELECTRIC TEXAS, LLC,

Debtor.**

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**CASE NO. 24-33418-mvl
Chapter 11**

**ORDER GRANTING DEBTOR'S MOTION FOR AUTHORITY TO
SELL ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES**

Came on for consideration the *Motion for Authority to Sell Assets Free and Clear of Liens, Claims and Encumbrances* (the "Motion") filed by Clements Electric Texas, LLC, debtor in the above styled and referenced case (the "Debtor"), and the Court having considered the pleadings, evidence and arguments of counsel, and finding that the Motion is well-founded and in the best interests of the Debtor, creditors and the bankruptcy estate, the Court makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper in the Northern District of Texas pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Debtor marketed the property to be sold (the “Property”, as described in the Motion) adequately to yield the highest and best offer under the circumstances.

3. The Debtor has demonstrated good and sound business reasons and judgment in seeking to sell according to the Purchase Agreement attached as an exhibit to the Motion (the “Contract”), and the Court has determined that the offer of the proposed buyer, UTS, LLC (the “Buyer”) presents the best opportunity for the bankruptcy estate to realize the highest value possible for the benefit of the Debtor, the estate and creditors.

4. The Debtor provided adequate notice of the Motion, the terms of the Contract and the hearing on the Motion to creditors, holders of liens against the Property, and parties-in-interest, pursuant to the Federal Rules of Bankruptcy Procedure and the local Rules of this Court.

5. The transaction contemplated in the Motion, as approved and implemented herein, complies with and satisfies all applicable provisions of the Bankruptcy Code, including but not limited to Bankruptcy Code § 363(b), (f), (m) and (o). The terms and conditions of the sale of the Property to the Buyer, as set out in the Contract, together with any other transactions described in the Contract, are approved by this Order as fair and reasonable.

6. The consideration offered by the Buyer constitutes full and adequate consideration and reasonably equivalent value for the Property. The transfer of the Property to the Buyer represents an arm’s length transaction and has been negotiated in good faith between the parties. The Buyer, as transferee of the Property, is a good faith purchaser under Bankruptcy Code § 363(m) and, as such, is entitled to the full protection of Bankruptcy Code § 363(m).

7. The Debtor may sell the Property free and clear of any liens, claims, encumbrances and other interests pursuant to Bankruptcy Code § 363(f).

BASED UPON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. The Motion is hereby granted and the sale of the Property to the Buyer, on the terms and subject to the conditions set forth in the Contract hereby is **APPROVED** in its entirety.

B. The Debtor is authorized to fully perform all terms and conditions of the Contract, together with all additional instruments and documents which may be reasonably necessary, convenient or desirable in performing under the Contract, and to take any and all further actions as may be necessary or appropriate in performing the obligations as contemplated by the Contract.

C. Any objections to the Motion that were not withdrawn or settled on the record are overruled, except as otherwise provided herein.

D. All claims in or against the Property shall attach to the net proceeds arising from the sale of the Property to the Buyer, if any, with the same force, validity, effect, priority and enforceability as such claims had prior to such sale. Any issues regarding the extent, validity, perfection, priority and enforceability of such claims with respect to any net sale proceeds shall be determined by the Court upon proper application at a later date.

E. All of the Debtor's interests in the Property shall be, as of the closing of the Contract, transferred to, and vested in, the Buyer. Subject to the fulfillment of the terms and conditions of the Contract, this Order shall be considered and constitute for all purposes a full and complete general assignment, conveyance and transfer of the Property to the Buyer. All governmental recording offices and all other parties, persons or entities are hereby directed to accept this Order as such an assignment and conveyance, and, if necessary, this Order shall be

accepted for recordation after the Closing as conclusive evidence of the free and clear, unencumbered transfer of title to the Property conveyed to the Buyer at the closing of the Contract.

F. This Court shall have exclusive jurisdiction to implement and enforce the terms and provisions of this Order, including any disputes or controversies relating hereto or with respect to the sale, the proceeds of sale, the transfer and/or assignment and delivery of the Property to the Buyer.

G. The terms and provisions of this Order shall be binding in all respects upon the Debtor, creditors, any parties having received notice of these proceedings (actual or constructive), any affected third parties and other parties in interest, any persons or entities asserting a claim against, or an interest in, the Debtor's estate or to the Property sold, conveyed and assigned pursuant to this Order, the Buyer, and all successors, transferees or assigns of the above-mentioned parties, including, but not limited to, a chapter 11 trustee or chapter 7 trustee.

H. The Buyer, as transferee of the Property, is a good faith purchaser under Bankruptcy Code § 363(m) and, as such, is entitled to the full protection of Bankruptcy Code § 363(m).

I. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Contract. All county and state offices are further directed to accept any and all termination statements under the Uniform Commercial Code for release of any liens or encumbrances against the Property.

J. Any and all parties asserting liens or encumbrances against the Properties, other than Ally Bank as set out below, shall, to the extent necessary, execute contemporaneously with closing on the Contract (or as soon as reasonably practical thereafter as requested by the Buyer),

any and all documents, releases or instruments necessary to release, remove or terminate the liens or encumbrances which have been asserted against the Property.

K. Ally Bank's limited objection is sustained as to the two secured claims asserted by Ally Bank and Debtor shall pay the full balance due and owing to Ally Bank on its secured claims from the sales proceeds, and upon confirmation of good funds Ally Bank shall release its lien in and to its collateral to Debtor for the benefit of the purchaser.

END OF ORDER

Submitted by:
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